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Attorneys for Plaintiff

Lashify, Inc.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

LASHIFY, INC.,

Plaintiff

v.

SHANDONGCHUANGMEIWEISHENGYONGPINY OUXIANGONGSI, a/k/a QINGDAO LODY HAIR PRODUCTS CO., LTD, d/b/a B&QAUGEN, et al.

Defendants

CIVIL ACTION NO.: 24-cv-8925 (JLR)

STIPULATED FINAL JUDGMENT UPON CONSENT BETWEEN

PLAINTIFF AND DEFENDANTS

WHEREAS, on November 21, 2024, Lashify, Inc. ("Plaintiff") filed a lawsuit which was amended on December 20, 2024, against the following Defendants:

- (1) Shandongchuangmeiweishengyongpinyouxiangongsi A/K/A Qingdao Lody Hair Products Co., Ltd D/B/A B&Qaugen;
- (2) Shandongchuangmeiweishengyongpinyouxiangongsi A/K/A Qingdao Lody Hair Products Co., Ltd D/B/A Quewel;
- (3) Qingdao Fandeluo Trade Co., Ltd.;
- (4) Qingdao Fandeluo International Trade Co., Ltd. D/B/A Quewel;
- (5) Qingdao Luodi Luowei Hair Products Co., Ltd.;
- (6) Qingdaooubenguojimaoyi Co., Ltd. A/K/A Qingdao Ouben International Trade Co., Ltd. D/B/A B&Qaugen;
- (7) Anita International Trading Inc. D/B/A B&Qlash;
- (8) HK Misman International Co. Limited; and
- (9) Qing Dao Luo Di Luo Wei Fa Zhi Pin Co., Ltd. A/K/A Qingdao Lody Love Hair Products Co., Ltd. A/K/A Qingdao Luodi Luowei Hair Products Co., Ltd A/K/A Qingdao Luo Di Luo Wei Hair Products Co., Ltd.

("Defendants"), in the United States District Court for the Southern District of New York, ("Lawsuit"), alleging that, among other claims, Defendant has engaged in the importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of products that are alleged to incorporate and infringe the Patents (defined below).

WHEREAS, Plaintiff and Defendant having entered into a Confidential Agreement, and Defendants having agreed to the below terms or such other terms as the Court may So Order:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- 1. The above recitals are true and correct and are hereby incorporated into and made part of this Stipulated Final Judgment Upon Consent ("Final Consent Judgment").
- 2. The Court has jurisdiction over the parties to this Final Consent Judgment and has jurisdiction over the subject matter hereof.
- 3. Plaintiff is the owner of U.S. Patent No. 11,219,260, U.S. Patent No. 11,253,020, and U.S. Patent No. 11,234,472 ("the Patents"), which are valid and enforceable.
- 4. Defendants, having hereby recognized the validity and enforceability of the Patents, shall not challenge or contest, directly or indirectly, the validity, ownership or registration of the same.
- 5. Defendants, and all present and future successors, assigns, officers, agents, servants, employees, attorneys, and persons and entities in active concert or participation with them, (collectively, "Enjoined Parties") are ENJOINED from infringing, directly or indirectly, the claims of the Patents during the terms of those Patents.
- 6. Enjoined Parties are immediately ENJOINED from manufacturing, importing, using, selling, and/or offering for sale in the United States, or assisting third parties to do any of the foregoing, any eyelash extension product that meets the elements of the claims of the Patents, including any products that infringe the claims of the Patents or products that are no more than colorably different therefrom in the context of the claims of the Patents (the "Infringing Products").
- 7. The Parties agree to the dismissal of the instant lawsuit without prejudice, subject to the Court retaining jurisdiction over this matter and the parties in order to construe and enforce the injunction granted herein.
 - 7. Each party shall bear its own costs and attorney's fees.
- 8. The \$5,000 cash security ordered (ECF 14) is hereby released to Epstein Drangel, counsel for Plaintiff.

APPROVED AS TO FORM AND AGREED TO:

EPSTEIN DRANGEL LLP

/s/Jason M. Drangel

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/s/Lance Liu

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Southbury, CT 06488

Telephone: 203-706-9536 Attorneys for Defendants

It is so ORDERED.

SIGNED at New York, New York on this 27th day of February, 2025.

The Clerk of Court is respectfully directed to close this case.

Jennifer L. Rochon

United States District Judge

Dated: February 27, 2025 New York, New York